

State of California—Health and Human Services Agency Department of Health Services



April 4, 2007

TO: Prospective Applicants

SUBJECT: Request for Applications (RFA) 07-101

REFERENCE: Contract 07-101 Provisions

The contract provisions in the RFA 07-101 Supplemental Materials are for example purposes only. All provisions may or may not appear in the resulting agreement. As an example: State colleges and universities will have provisions that are different than a not-for-profit organization.

Internet Address: www.dhs.ca.gov

RAN	alifornia—Health and Human Services Agency—California De	partment of Health Services	AGREEMEN	T NUMBER	AMENDMENT NUMBER
AS 1229	(Rev. 5/06)		REGISTRAT	ION NUMBER:	
	The California Department of Health award of funds to the Grantee name Grantee's Name				
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2.	Grant term From 07/01/07	through	06/30/10		3. Total grant amount \$
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	Name	Telephone nui	mber	Address, if	different from Grantee's address
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5.	Grantee's Financial Officer	!			
	Name	Telephone nui	mber	Address, if	different from Grantee's address
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	The grantee, in accepting this grant a which are made a part of this grant a				
* Ite	Exhibit A – Scope of Work Exhibit B – Budget Detail and Payme Exhibit B, Attachment I – Budget (Ye Exhibit B, Attachment II – Budget (Ye Exhibit B, Attachment III – Budget (Ye Exhibit C – General Terms and Cone Exhibit D(S) – Special Terms and Cone Exhibit E – Additional Provisions Exhibit F – Contractor's Release Exhibit G – Travel Reimbursement In Exhibit H – Contractor Equipment Pu Exhibit I – Inventory/Disposition of C See Exhibit E, Provision 1 for addition marked with an Asterisk (*) is incorpo- tness Whereof, this agreement has be	ar 1) ear 2) ear 3) ditions onditions offormation orchased with CDHS F DHS – Funded Equipn oral incorporated exhibitated herein as if attache	nent pits. ed. View at: <u>http</u>	://www.ols.d	X pages X pages 1 page 1 page 1 page GTC 306 18 pages 5 pages 1 page 2 pages 2 pages 2 pages 2 pages
Grante	ee's Name (If other than an individual, state if a		opprofit organizat	ion etc.)	
Granic	se s ivanie (ii ouiei tiian an individual, state ii t	a corporation, partitership, h	ionpront organizat	iori, etc.)	
Signed	d By (Authorized Signature)		Date S	igned	
	d Name and Title of Person Signing that has d	elegated authority to bind th	ne Grantee		
Mailing	g Address				
	STAT	E OF CALIFORNIA			☐ Exempt from DGS
-	y Name ornia Department of Health Services				review per AG Opinions
	d By (Authorized Signature)		Date S	igned	
Ø_					review per this authority:
	d or Stamped Name and Title of Person Signin Chinn, Chief, Contracts and Purchas	-			H&S Code 104385
Addre:	ss Capitol Avenue, Suite 71.2101, MS	1403 P.O. Box 99741	3 Sacramento	CA 9589	9-7413

Exhibit A Scope of Work

1. **Service Overview**

Grantee agrees to provide to the Department of Health Services (DHS) the services described herein:

In accordance with Health & Safety Code Section 104385, the Grantee will conduct tobacco control health education and prevention activities targeted to high-risk persons and groups to reduce the number of persons beginning to use tobacco, continuing to use tobacco or developing tobacco-related diseases.

2. Service Location

The services shall be performed at various statewide facilities accessible to Grantee.

3. Service Hours

The services shall be provided during normal working hours, Monday through Friday, excluding national holidays. Grantees employees are expected to complete a 40-hour work week, excluding national holidays, for reimbursement of full-time salary.

4. **Project Representatives**

A. The project representatives during the term of this agreement will be:

Department of Health Services

[Enter Name of CDHS Contract Manager]

Telephone: (XXX) XXX-XXXX

Fax: (916) 449-5505

E-mail: Xxxxxxxx@dhs.ca.gov

Grantee

[Enter Name of Grantee's Contract

Manager]

Telephone: (XXX) XXX-XXXX

Fax: (XXX) XXX-XXXX E-mail: Xxxxxxxx@xxxxxxxx

B. Direct all inquiries to:

Department of Health Services

Tobacco Control Section Attention: [Enter name] Mail Station Code 7206 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Telephone: (XXX) XXX-XXXX

Fax: (916) 449-5505

E-mail: Xxxxxxxx@dhs.ca.gov

Grantee

Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable

P.O. Box Number (if applicable)

City, State, Zip Code

Telephone: (XXX) XXX-XXXX

Fax: (XXX) XXX-XXXX E-mail: Xxxxxx@xxxxxx

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Allowable Informal Scope of Work Changes

A. The Grantee or the State may propose informal changes or revisions to the activities. tasks, deliverables and/or performance time frames specified in the Scope of Work,

Exhibit A Scope of Work

provided such changes do not alter the overall goals and basic purpose of the agreement.

- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Grantee's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, CDHS may provide a format for the Grantee's use to request informal SOW changes.

6. Scope of Work/Control of Project

- A. The Grantee shall provide the specific services, deliverables, and objectives as specified in the approved SOW, and any subsequent revisions.
- B. CDHS shall at all times maintain control and direction over the SOW being performed pursuant to this Agreement. CDHS reserves the exclusive right to approve and adjust specific tasks to be performed within the SOW to be performed by the Grantee. These changes shall be accomplished by written notification to the Grantee or amendment to this Agreement. Amendment to this Agreement shall be mutually agreeable to both parties.

7. Subcontract Requirements

The provisions of paragraph 4, Subcontract Requirements, of Exhibit D(S), "Special Terms and Conditions," are supplemented by the following paragraphs.

- A. As used in this Agreement, the term "subcontractor" means any individual or entity that enters into any subcontract with the Grantee for performance of any part of this Agreement.
- B. Grantee shall enter into any subcontract authorized by CDHS within ten (10) days of the date of CDHS' written authorization.
- C. Upon expiration or termination of any subcontract agreement CDHS shall be notified immediately.

8. Progress Reports and Evaluation Instruments and Other Contractual Requirements

This paragraph supercedes provision 15 in the Special Terms and Conditions, Exhibit D(S).

A. The Grantee shall submit progress reports postmarked no later than the due dates specified in Paragraph B below. Facsimile reports are not acceptable. Failure to submit timely and acceptable reports is cause for invoice payments to

Exhibit A Scope of Work

the Grantee to be delayed or disallowed. The Grantee's last monthly and/or final invoice will not be processed until an acceptable Final Comprehensive Report has been received and approved by CDHS.

B. The Grantee shall submit Progress Reports, which describe accomplishments during the report period, to CDHS at the address specified in Exhibit A, Provision 4, in a form and format prescribed by CDHS and in accordance with the following schedule:

	FROM	ТО	DUE DATE
1) First Repo	rt 11/01/07	04/30/08	05/31/08
2) Second Ro	eport 05/01/08	10/31/08	11/30/08
3) Third Repo	ort 11/01/08	04/30/09	05/31/09
4) Fourth Re	port 05/01/09	10/31/09	11/30/09
5) Fifth Repo	rt 11/01/09	04/30/10	05/31/10
6) Sixth and Compreh	Final 05/01/10 ensive Report	10/31/10	11/30/10

- C. Reports are to be prepared in accordance with the instructions and format identified in the TCS Competitive Grantees Administrative and Policy Manual.
- D. The Grantee shall complete State evaluation instruments, needs assessment instruments, and other evaluation requirements in accordance with a form and format prescribed by CDHS.
- E. The Grantee shall coordinate and collaborate with TCS or its designee to maximize the tobacco education media/communication efforts, as directed by CDHS.
- F. The Grantee shall comply with all State-issued program and policy letters which may be issued during the Agreement term provided that CDHS shall only make changes or impose additional requirements which will not result in additional costs to the Grantee.

9. Project Monitoring

A. CDHS and all authorized State control agencies shall have access to all internal and external reports, records, and documents used by the Grantee in the operation and administration of this Agreement. CDHS shall have the right to monitor all aspects of the Grantee's performance regardless of whether there are specific performance requirements in the Agreement pertaining to the area being monitored.

Exhibit A Scope of Work

- B. The Grantee shall cooperate, and require its subcontractors to cooperate, with CDHS or its designee by participating in meetings and/or site visits as CDHS may deem necessary to monitor Grantee compliance with the agreement.
- **10.** See the following pages for a detailed description of the services to be performed.

Exhibit A Scope of Work

SPECIFIC SCOPES OF WORK START ON THIS PAGE AND CONTINUE THROUGH THE END OF 6/30/10

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

[Name of TCS Contract Manager]
Department of Health Services
Tobacco Control Section
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413

C. Invoices shall:

- Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Grantee's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit BBudget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$XXX,XXX for the budget period of 11/01/07 through 06/30/08.
 - 2) \$XXX,XXX for the budget period of 07/01/08 through 06/30/09.
 - 3) \$XXX,XXX for the budget period of 07/01/09 through 06/30/10.
 - 4) \$XXX,XXX for the budget period of 07/01/10 through 10/31/10
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. CDHS/TCS may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written CDHS/TCS approval of an alternate final invoice submission deadline. Written CDHS/TCS approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Grantee is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit F)" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. wable Line Item Shifts

- A. Cumulative line item shifts of up to \$10,000 per line item may be made, provided no line item is increased or decreased by more than \$10,000 and the annual agreement total is not changed.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Grantee shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Grantee.

7. Expense Allowability / Fiscal Documentation

Budget Detail and Payment Provisions

- A. Invoices, received from a Grantee and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Grantee shall maintain for review and audit and supply to DHS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information" and the Tobacco Control Section Competitive Grantees Administrative & Policy Manual, Section I, Chapter 400, Travel Information.
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHS. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

- A. Grantee agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Grantee.
- B. The State reserves the right to select which option will be employed and the Grantee will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Grantee, beginning 30 days after Grantee's receipt of the State's demand for repayment.
- D. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Grantee shall repay, to the State, the over-claimed or disallowed expenses, plus

Budget Detail and Payment Provisions

accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Overtime

Overtime is not reimbursable under the terms of this Agreement unless the Grantee has budgeted for overtime expenses in any of the approved budget exhibit attachments.

10. Payment for Performance of Deliverables

The Grantee understands and agrees that all deliverables as specified in this Agreement must be fully and satisfactorily performed in order to receive the maximum amount payable identified in Paragraph 4.A., above. The Grantee agrees that if CDHS determines that any deliverable is not performed, only partially performed, or not performed at a level of quality/satisfaction to CDHS, CDHS may reduce the maximum amount payable under this Agreement as follows:

A. Where a deliverable is not performed:

CDHS shall calculate the pro rata share of the non-performed deliverable by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of the deliverable from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to CDHS upon its demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

B. Where a deliverable is only partially performed:

CDHS shall ascertain what percentage of the deliverable was only partially performed, calculate the pro rata share of the partially performed portion by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of the partially performed deliverable from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to CDHS upon demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

C. Where a deliverable is not performed at a level of quality/satisfaction:

CDHS shall ascertain what percentage of the deliverable was not performed at a level of quality/satisfaction, calculate the pro rata share of that portion by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of that portion from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to CDHS upon demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

Budget Detail and Payment Provisions

11. Restriction of Funds

Grantee shall not divert, freeze, restrict, or prevent the use of funds received or generated, in whole or in part, for purposes other than conducting the activities described in the approved Scope of Work.

12. Allowable Changes to the Budget Justification

- A. Grantee may request adjustment to the budget justification provided said adjustment do not result in an increase or decrease to any budget exhibit attachment appearing in the Agreement budget for any year.
 - 1) Said adjustments shall not require an Agreement amendment.
 - 2) Said adjustments require prior written approval from CDHS in accordance with a form and format prescribed by CDHS.
- B. Grantee shall adhere to any CDHS requirements regarding the process to follow in requesting approval to make adjustments to the budget justification.
- C. If any adjustments to the budget justification alter performance of the Scope of Work or result in an increase or decrease to any budget exhibit attachment, Grantee must obtain prior written approval from CDHS. Failure to provide CDHS with timely notification of changes which affect the Scope of Work or line item totals in any budget exhibit attachment could result in a disallowance of expenditures and/or an audit exception.
- D. Grantee may not make expenditures in advance of receiving written authorization for any requested changes to the budget justification. Unauthorized expenditures may be denied by CDHS. Changes to the budget justification will not be allowed or approved after the expiration or termination of the Agreement.

13. Grant Generated Revenues

- A. The Grantee shall obtain CDHS' prior approval to generate revenue and place any revenue generated by activities conducted under this Agreement, accruing to or received by the Grantee, into an identifiable FDIC-insured, interest-bearing bank account. Revenue generated by the Grantee as a result of this Agreement shall be used only to meet the goals and objectives identified in the Grantee's approved Scope of Work, to defray costs incurred by the program, to measurably expand the program, or to improve the quality of services above the level of services already funded under this Agreement.
- B. The Grantee shall maintain adequate documentation of the receipt and use of such revenues, and shall provide this documentation to CDHS upon request. If funding authority for this program expires, the Grantee agrees to return to CDHS, within ninety (90) days, any unexpended revenue funds, including any interest earned remaining in the generated revenue account to the address specified in Exhibit A, Provision 4.

Exhibit BBudget Detail and Payment Provisions

C. If this Agreement is terminated pursuant to Paragraph 3 of Exhibit E, Additional Provisions, the Grantee agrees to return to CDHS, within thirty (30) days, any unexpended revenue funds, including any interest earned remaining in the generated revenue account to the address specified in Exhibit A, Provision 4. The words "Unexpended Tobacco Control Program Generated Revenue" and the Agreement Number shall be written on the face of the check or warrant that the Grantee has issued to return the unexpended generated revenue.

Exhibit B, Attachment

Budget (Year 1) (11/01/07 through 06/30/08)

Personnel		\$
Fringe Benefits (% of Personnel)		\$
Operating Expenses		\$
Equipment		\$
Travel		\$
Subcontracts [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined	\$ \$ Total Subcontracts	\$
Other Costs 1. Educational Materials 2. Promotional items 3. Incentives 4. Media 5. Sponsorships 6. Other agency-defined line item 7. Other agency-defined line item 8. Other agency-defined line item		\$
Indirect Costs (X% of Total Personnel and Fringe Benefi	ts)	\$
	Total	\$

Exhibit B, Attachment II

Budget (Year 2) (07/01/08 through 06/30/09)

Personnel		\$
Fringe Benefits (% of Personnel)		\$
Operating Expenses		\$
Equipment		\$
Travel		\$
Subcontracts [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined	\$ \$ Total Subcontracts	\$
Other Costs 1. Educational Materials 2. Promotional items 3. Incentives 4. Media 5. Sponsorships 6. Other agency-defined line item 7. Other agency-defined line item 8. Other agency-defined line item		\$
Indirect Costs (X% of Total Personnel and Fringe Benefit	ts)	\$
	Total	\$

Exhibit B, Attachment III

Budget (Year 3) (07/01/09 through 06/30/10)

Personnel		\$
Fringe Benefits (% of Personnel)		\$
Operating Expenses		\$
Equipment		\$
Travel		\$
Subcontracts [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined	\$ \$ Total Subcontracts	\$
Other Costs 1. Educational Materials 2. Promotional items 3. Incentives 4. Media 5. Sponsorships 6. Other agency-defined line item 7. Other agency-defined line item 8. Other agency-defined line item		\$
Indirect Costs (% of Total Personnel and Fringe Benef	fits)	\$
	Total	\$

Exhibit B, Attachment IV

Budget (Year 4) (07/01/10 through 10/31/10)

Personnel		\$
Fringe Benefits (% of Personnel)		\$
Operating Expenses		\$
Equipment		\$
Travel		\$
Subcontracts [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined [Project title] - Subcontractor to be determined	\$ \$ Total Subcontracts	\$
Other Costs 1. Educational Materials 2. Promotional items 3. Incentives 4. Media 5. Sponsorships 6. Other agency-defined line item 7. Other agency-defined line item 8. Other agency-defined line item		\$
Indirect Costs (% of Total Personnel and Fringe Benef	its)	\$
	Total	\$

1. Additional Incorporated Exhibits

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDHS, as required by program directives. CDHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDHS will maintain on file, all documents referenced herein and any subsequent updates.
 - 1) The CDHS Health Administrative Manual Section 6-1000.
 - 2) The Budget Justification supporting the line item budget.
 - The Tobacco Control Section's Competitive Grantees Administrative and Policy Manual.
 - 4) The Scope of Work Detail.
 - 5) RFA 07-100.

2. Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation/Termination

A. Termination for Convenience

CDHS retains the option to terminate this Agreement without cause at CDHS' convenience, provided that written notice has been delivered to the Grantee at least thirty (30) days prior to such termination date. If CDHS terminates this Agreement at its convenience, the Grantee will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Grantee (hereinafter referred to as "the notice date"). In the event of termination, at the request of CDHS, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or in progress on the termination date. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Grantee receives written advance approval from CDHS. Any services or deliverables for which the Grantee is paid which are provided according to the procedures in this paragraph shall become the property of CDHS.

B. Immediate Termination for Cause

CDHS reserves the right to immediately terminate this Agreement in whole or in part by providing written notice to the Grantee after the occurrence of any of the following:

- If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the Scope of Work of the Agreement, which representation is materially false, deceptive, incorrect, or incomplete;
- 2) If the Grantee fails to perform to CDHS' satisfaction any material requirement of the Agreement or defaults in performance of the Agreement;
- 3) If CDHS determines satisfactory performance of the Agreement is substantially endangered by the action or inaction by the Grantee, or can reasonably anticipate such occurrence of default;
- 4) If the Grantee files for bankruptcy or, if in the judgment of CDHS, the Grantee becomes financially incapable of completing the Agreement; or
- 5) CDHS may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work and complete performance of other components prior to termination of the entire Agreement.

C. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by CDHS, the Grantee shall stop work under this Agreement on the date specified in the written notice of termination. The Grantee shall:

- Place no further order or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
- Assign to CDHS, effective on the date of termination, in the manner, and to the extent specified by CDHS, all of the rights, titles, and interests for the Grantee under the orders and subcontracts terminated. In the case of said assignment, CDHS has the right, at its discretion, to settle or reimburse the Grantee for payment of any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount reimbursed to the Grantee for payment of such orders or subcontracts;
- 3) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CDHS to the extent CDHS may require. CDHS' approval or ratification shall be final for the purposes of this section.

- 4) Upon the effective date of termination of the Agreement and the payment by CDHS of all items properly chargeable to CDHS hereunder, Grantee shall transfer, assign, and make available to CDHS all property and materials belonging to CDHS, all rights and claims to any and all reservations, contracts, and arrangements with owners of media/PR materials, or others, and shall make available to CDHS all written information regarding CDHS' media/PR materials, and no extra compensation is to be paid to Grantee for its services in connection with any such transfer or assignment;
- 5) Take such action as may be necessary, or as CDHS may specify, to protect and preserve any property related to this Agreement which is in the possession of the Grantee and in which CDHS has or may acquire an interest.

4. Avoidance of Conflicts of Interest by Contractor

- A. CDHS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDHS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDHS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDHS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDHS and cannot be resolved to the satisfaction of CDHS, the conflict will be grounds for terminating the contract. CDHS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

5. Domestic Partners

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services' Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the agreement. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this agreement, CDHS concludes that this agreement is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

6. Acknowledgement of State Participation and Helpline Reference

- A. The Grantee shall acknowledge the financial support of State funds whenever any findings, data, and materials developed pursuant to this Agreement are published or whenever the Grantee creates a product (e.g., brochure, a film, videotape, manual, book, pamphlet, training guide, poster, curriculum, etc.) pursuant to this agreement, in the following manner: "This _____ was made possible by funds received from Agreement Number 05-00000 with the California Department of Health Services, Tobacco Control Section."
- B. Informational materials including, but not limited to, brochures, pamphlets, posters, curriculum, training guides, etc., that are developed under this Agreement, shall include the California Smokers Helpline toll-free telephone number unless granted an exemption from such requirement by CDHS.

7. Intellectual Property Rights

The provisions of paragraph 8, Intellectual Property Rights, of Exhibit D(S), "Special Terms and Conditions," are supplemented by the following paragraphs.

- A. Grantee shall grant to CDHS, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this agreement that is not fixed in any tangible medium of expression.
- B. Subject to the terms, conditions, and limitations contained in this agreement and subject to the performance of all terms and conditions stated in this Agreement, CDHS grants to the Grantee a non-exclusive license to use, duplicate, distribute, and permit others to use Works created, produced or developed under this Agreement for the purpose of carrying out the terms and conditions of this Agreement, consistent with any limitations set forth in this Agreement.
- C. If the Grantee enters into any agreement or subcontract with another party in order to perform this Agreement, Grantee shall require the other party to grant CDHS ownership in any original work or authorship created, provided, or produced by the subcontractor, Grantee or CDHS under this Agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.

D. During the contracting phase of this process, CDHS shall negotiate with the Grantee to determine the number of camera-ready and completed versions of each deliverable CDHS will receive. It is anticipated that CDHS will use deliverables in future tobacco control programs.

8. Lobbying and Political Activities

- A. The Grantee shall not use Agreement funds for direct or indirect lobbying.
 - 1) Direct lobbying, for the purposes of this Agreement is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
 - 2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.
- B. The Grantee shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Grantee shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

9. Confidentiality of Information

The provisions of paragraph 10, Confidentiality of Information, in Exhibit D(S), "Special Terms and Conditions," are supplemented by the following paragraphs.

- A. All financial, statistical, personal, technical, and other data and information relating to CDHS operations which are designated confidential by CDHS or developed by the Grantee and deemed confidential by CDHS, shall be protected by the Grantee from unauthorized use and disclosure. If the methods and procedures employed by the Grantee for the protection of the Grantee's data and information are deemed by CDHS to be adequate for the protection of the confidential information, such methods and procedures may be used to carry out the intent of this paragraph. If the methods and procedures employed by the Grantee are deemed by CDHS to be inadequate, CDHS, in cooperation with the Grantee, will specify the procedures to be followed.
- B. The Grantee and all subcontractors shall immediately notify the Program Contract Manager of any request from a third party for disclosure of any

information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless the Program Contract Manager authorizes the disclosure of the information in writing, the Grantee and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to CDHS, to protect the information from disclosure.

10. Insurance Requirements

Grantee shall comply with the following insurance requirements:

A. Commercial General Liability

The Grantee must furnish to CDHS a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Grantee. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

- B. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.
- C. The certificate of insurance must include the following provisions:
 - 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Health Services, and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insured's, but only with respect to work performed for the State of California under this agreement.
- D. The Grantee agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Grantee agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Grantee agrees that no work or services shall be performed prior to such approval. CDHS may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.
- E. CDHS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

11. Department Reorganization

- 1. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (CDHS) as the California Department of Health Care Services (DHCS).
- 2. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.
- 3. Agreements approved on or after July 1, 2007 that refer to CDHS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.
- 4. As a result of the departmental reorganization discussed above, various CDHS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, CDHS reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Contractor supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.

Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

admon2ed to bind the Contractor. The addition	ar copy may boar photocopied digitatures.
Submission of Final Invoice	
invoice number(s)	entered into between the State of California Department of Health Services he Contractor does acknowledge that final payment has been requested via in the amount(s) of \$ and dated
If necessary, enter "See Attached" in the appr	priate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.
Release of all Obligations	
	nount specified in the invoice number(s) referenced above, the Contractor does cers, agents and employees of and from any and all liabilities, obligations, claims, and ferenced contract.
Repayments Due to Audit Exceptions /	Record Retention
	that expenses authorized for reimbursement does not guarantee final allowability of bunt of any sustained audit exceptions resulting from any subsequent audit made at
All expense and accounting records related to three years beyond the date of final payment,	the above referenced contract must be maintained for audit purposes for no less than unless a longer term is stated in said contract.
Recycled Product Use Certification	
consumer material, as defined in the Public Co to the State regardless of whether it meets the	penalty of perjury that a minimum of 0% unless otherwise specified in writing of post ntract Code Section 12200, in products, materials, goods, or supplies offered or sold requirements of Public Contract Code Section 12209. Contractor specifies that to the State comply with the requirements of Section 12156(e).
Reminder to Return State Equipment/F (Applies only if equipment was provided by CDHS of	
use in connection with another CDHS agreem	and possession of State equipment (as defined in the above referenced contract) for ent, Contractor agrees to promptly initiate arrangements to account for and return said dequipment has not passed its useful life expectancy as defined in the above
Patents / Other Issues	
released as set forth above, that it will comply	in connection with patent matters and with any claims that are not specifically with all of the provisions contained in the above referenced contract, including, but not to the State and related to the defense or prosecution of litigation.
ONLY SIGN AND DATE	THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE
Contractor's Legal Name (as on contract):	
Signature of Contractor or Official Designe	e: Date:

CDHS Distribution: Accounting (Original) Program

Printed Name/Title of Person Signing:

Travel Reimbursement Information

(Mileage Reimbursement Rate Increase Effective January 1, 2007)

- 1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by CDHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.
 - (1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the *California* Department of Health Service or his or her designee. Receipts are required.

- *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.
- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDHS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

- 2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDHS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.
 - At CDHS' discretion, changes or revisions made by CDHS to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDHS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change was approved by DPA.
- 3. <u>For transportation expenses, the contractor must retain receipts</u> for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- 4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be <u>48.5 cents</u> maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	 Travel period ends at least one hour after the regularly scheduled workday ends, or Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

State of California—Health and Human Services Agency

Exhibit	Н
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CONTRACTOR EQUIPMENT PURCHASED WITH CDHS FUNDS

Previous Contract Number (if applicable): C							
Contractor's Con	nplete Ad	dress:					
			CDHS Prograr	m Contract Managei	's Telephone	Number:	
Contractor's Con	tact Pers						
		ber:					
•		(THIS IS NOT A E	SUDGET F	ORM)			
STATE/CDHS		ITEM DESCRIPTION					OPTIONAL
PROPERTY TAG (If motor vehicle, list	QUANTITY	 Include manufacturer's name, model number, type, size, and/or capacity. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) If van, include passenger capacity. 	UNIT COST PER ITEM (Before Tax)	CDHS PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	PROGRAM USE ONLY
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INSTRUCTIONS FOR HAS 1203 (Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to tag contract equipment and/or property (see definitions A and B) which is purchased with CDHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDHS equipment and/or property has been received, the CDHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDHS AM. The CDHS Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDHS Program Contract Manager, AM will fill in the first column with the assigned state/CDHS property tag, if applicable, for each item (see definitions A and B). AM will return the original form to the CDHS Program Contract Manager, along with the appropriate property tags. The CDHS Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

- 1. If the item was shipped via the CDHS warehouse and was issued a state/CDHS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
- 2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/CDHS property tags.

- **B. Minor Equipment/Property**: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/CDHS property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDHS policy not to tag modular furniture. (See your Federal rules, if applicable.)
- 3. Provide the CDHS Purchase Order (STD 65) number if the items were purchased by CDHS.
- 4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)
- 5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, Sacramento, CA 95899-7413.
- 6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.
- 7. Use the version on the CDHS Intranet forms site. The HAS 1203 consists of one page for completion and one page with information and instructions.

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INVENTORY/DISPOSITION OF CDHS-FUNDED EQUIPMENT

Current Contract Number:		Date Current Contract Expires: CDHS Program Name:								
Previous Contract Number (if applicable):										
Contractor's Name:		CDHS Program Contract Manager:								
		CDHS Program Address:								
Contractor's Comple	te Addres	SS:	_							
·			CDHS Program	n Contract Manage	r's Telephone	e Number:				
Contractor's Contact Person:			Date of this Report:							
		(THIS IS NOT A BU	JDGET FOR	RM)						
STATE/CDHS PROPERTY TAG (If motor vehicle, list license number.) Q	UANTITY	ITEM DESCRIPTION Include manufacturer's name, model number, type, size, and/or capacity. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS ASSET MGMT. USE ONLY CDHS Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL— PROGRAM USE ONLY			
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INSTRUCTIONS FOR HAS 1204 (Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to; (a) conduct an inventory of CDHS equipment and/or property (see definitions A and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDHS funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDHS Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDHS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDHS tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted HAS 1203s**, "Contractor Equipment Purchased with CDHS Funds." AM will contact the CDHS Program Contract Manager if there are any discrepancies.

Disposal: (Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).) The HAS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDHS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

- 1. List the state/CDHS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: (These items were issued green numbered state/CDHS property tags.)
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property:
 - Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/CDHS property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches.
- 2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)
- 3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
- 4. The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1405, Sacramento, CA 95899-7413.
- 5. Use the version on the CDHS Intranet forms site. The HAS 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.